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Applicant(s):

Mark McCulloch

Attorney Docket No.: 50655.2200
*#14
9.12.03
J. Golden*

Serial No.:

09/550,963

Group Art Unit: 3629

Filed:

April 17, 2000

Examiner:

Thomas A. Dixon

Title:

METHODS AND APPARATUS FOR Confirmation
TRAVEL INFORMATION
COLLECTION AND MANAGEMENT

**POWER OF ATTORNEY BY ASSIGNEE
AND CERTIFICATE UNDER 37 CFR 3.73(b)**

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. (hereinafter "Assignee"), a corporation having a place of business at General Counsel's Office, American Express Tower, World Financial Center, New York, New York 10285-4900, certifies that to the best of Assignee's knowledge and belief, it is the assignee of the entire right, title, and interest in and to the above-captioned United States patent application and represents that the undersigned is a representative authorized and empowered to sign on behalf of the Assignee.

Ownership of the above-identified patent application is established by virtue of the following documentary evidence that has been reviewed by the undersigned:

An assignment from the inventor(s) of the patent application identified above to Xtra On-Line Corporation. The assignment was recorded in the Patent and Trademark Office at Reel 011115, Frame 0943.

An assignment from Xtra On-Line Corporation, Inc. of the patent application identified above to October Acquisition Corporation. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

An assignment from October Acquisition Corporation of the patent application identified above to American Express Travel Related Services Company, Inc. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., the Assignee of the entire right, title, and interest in and to the above-captioned United States patent application and all inventions disclosed and claimed therein, hereby revokes all previous powers of attorney or authorization of agent given in the above-identified application and hereby appoints as its attorneys to prosecute the above-captioned United States patent application and to transact all business in the United States Patent and Trademark Office connected therewith and with the resulting patent, individually and collectively:

SNELL & WILMER L.L.P.
One Arizona Center
400 East Van Buren
Phoenix, Arizona 85004-2202
Tel. (602) 382-6000
Fax (602) 382-6070;

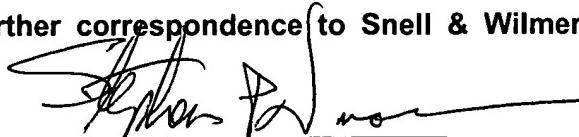
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GROUP 3600
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AUG 21 2003

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and the registered attorneys associated with Snell & Wilmer's Customer Number 020322.

Please send all further correspondence to Snell & Wilmer L.L.P. at the above address.

By:


Stephen P. Norman

Title:

Secretary

Date:

4-15-03

CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)

Applicant(s): Mark McCulloch

Docket No.

50655.2200

Serial No.
09/550,963Filing Date
April 17, 2003Examiner
Thomas A. DixonGroup Art Unit
3629Invention: **METHOD AND APPARATUS FOR TRAVEL INFORMATION COLLECTION AND MANAGEMENT**

I hereby certify that this Assignment, Recordation Cover Sheet and accompanying fee
(Identify type of correspondence)

is being deposited with the United States Postal Service as first class mail in an envelope addressed to: The
Commissioner of Patents and Trademarks, Washington, D.C. 20231-0001 on March 19, 2003
(Date)

Deborah A. Mier*(Typed or Printed Name of Person Mailing Correspondence)*Deborah A. Mier*(Signature of Person Mailing Correspondence)*

Note: Each paper must have its own certificate of mailing.



AUG 20 2003

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office**PATENTS ONLY**

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
XTRA On-Line Corporation, Inc.

Additional names(s) of conveying party(ies)

 Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other **ASSIGNMENT AGREEMENT**

Execution Date: November 30, 2001

2. Name and address of receiving party(ies):

Name: October Acquisition CorporationAddress: 3611 Valley Centre Drive5th FloorCity: San DiegoState/Prov.: CACountry: USAZIP: 92130Additional name(s) & address(es) Yes No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No. Filing date

09/550,963 April 17, 2000

B. Patent No.(s)

Additional numbers

 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Howard I. SobelmanRegistration No. 39,038Address: Snell & Wilmer L.L.P.One Arizona Center400 E. Van BurenCity: Phoenix State/Prov.: AZCountry: USA ZIP: 85004-22026. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41):\$ 40.00 Enclosed - Any excess or insufficiency should be credited or debited to deposit account Authorized to be charged to deposit account

8. Deposit account number:

19-2814

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Howard I. Sobelman

Name of Person Signing

March 19, 2003

Signature

Date

Total number of pages including cover sheet, attachments, and

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made this 30th day of November, 2001, by and between XTRA On-Line Corporation, Inc., a Delaware corporation having a principal place of business at 301 N. Market Street, 5th Floor, Dallas, Texas 75202 ("Assignor") and October Acquisition Corporation, a Delaware corporation having a principal place of business at 3611 Valley Centre Drive, 5th Floor, Sand Diego, California 92130 ("Assignee").

Whereas Assignor is the owner of a U.S. patent application entitled *Method and Apparatus for Travel Information Collection and Management*, which application was filed on April 17, 2000 and given Serial Number 09/550,963, and an international patent application for the same invention, which application was filed on April 12, 2001 and given International Application Number PCT/US01/11973 (together, the "Applications"); and

Whereas Assignee is desirous of acquiring all title, right, interest, benefits and privileges to the Applications and all inventive subject matter described in the Applications which may be claimed in any patent applications or issued patents which claim priority to or are otherwise related to the Applications anywhere in the world;

Now, Therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree and act as follows:

1. Assignment. Assignor hereby, irrevocably and without reservation:

1.1 Covenants that Assignor is the sole owner and assignee and holder of record title to the Applications and any patents that issue thereon and that it has full power to make the present assignment;

1.2 Assigns, sells, transfers and conveys to Assignee all right, title and interest in and to the Applications, any and all inventive subject matter described or claimed in the Applications, and any and all other patent applications or issued patents claiming priority therefrom, or otherwise related to such Applications, anywhere in the world, including all nonprovisional, divisional, renewal, substitute, continuation and convention applications, and any and all letters patent, reissues, reexaminations, and extensions of letters patent granted thereon, and every priority right that is or may be predicated upon or arise from the Applications and patents based thereon;

1.3 Binds its successors and assigns, as well as itself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor or them, all acts reasonably serving to assure that the Applications and any patents issuing thereon shall be held and enjoyed by Assignee as fully and entirely as the same could

have been held and enjoyed by Assignor, its successors and assigns if this Agreement had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be reasonably requested by Assignee; to communicate to Assignee all facts known to Assignor relating to the Applications; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of its successors or assigns which may be useful for establishing the facts of all conceptions, disclosures, and reduction to practice of the subject matter of the Applications;

1.4 Warrants unto the Assignee and further agrees that Assignor will, without demanding any further consideration therefor, at the request and at the expense of the Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or became necessary for sustaining, obtaining continuations thereof, or reissuing said United States Patent and foreign counterparts and for maintaining and perfecting the Assignee's right to said Patent, particularly in cases of interference and litigation; and

1.5 Hereby authorizes the Commissioner of Patents to issue any and all Patents which may be granted upon any of the Applications herein referenced to Assignee, as the assignee to the entire interest therein.

2. Binding Agreement. The terms and covenants of this Agreement shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

3. Miscellaneous. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then such provision shall be eliminated or limited to the extent required by applicable law and this Agreement, as so modified, shall remain enforceable in accordance with its terms. Assignor and Assignee acknowledge that Peregrine Systems, Inc. ("Parent"), as a party to that certain Asset Purchase Agreement among Assignor, Assignee and Parent, dated October ___, 2001, and Parent's agents, employees, representatives, officers, directors, stockholders, guarantors, successors and assigns shall be third-party beneficiaries to this Agreement.

In testimony of which this Agreement has been executed on the date indicated below.

"ASSIGNOR"

XTRA ON-LINE CORPORATION

By:

M. J. McCulloch
Mark McCulloch, Chief Executive Officer

"ASSIGNEE"

OCTOBER ACQUISITION CORPORATION

By:

Richard T. Nelson, President

In testimony of which this Agreement has been executed on the date indicated below.

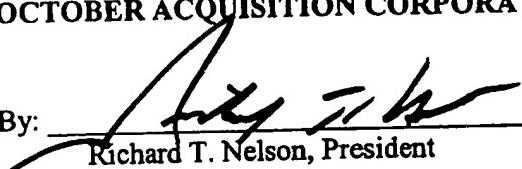
"ASSIGNOR"

XTRA ON-LINE CORPORATION

By: _____
Mark McCulloch, Chief Executive Officer

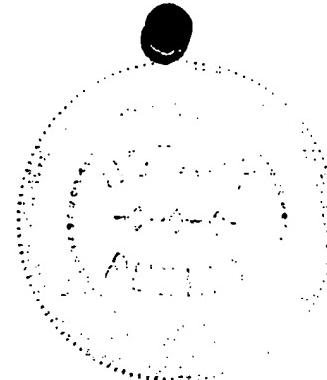
"ASSIGNEE"

OCTOBER ACQUISITION CORPORATION

By: 
Richard T. Nelson, President

Colorado
State of California)
County of Arapahoe)

On this 3rd day of December, 2001, before me appeared
Mark McCullough, to me known and known to me to be the person described in
and who executed the foregoing instrument on behalf of XTRA On-Line Corporation, and
he acknowledged the same to be his free act and deed.


Notary Public 01251c2

[seal]

State of California)
County of _____)

On this _____ day of _____, 2001, before me appeared
_____, to me known and known to me to be the person described in
and who executed the foregoing instrument on behalf of October Acquisition
Corporation, and he acknowledged the same to be his free act and deed.

Notary Public

[seal]

State of California)
)
County of _____)

On this _____ day of _____, 2001, before me appeared
_____, to me known and known to me to be the person described in
and who executed the foregoing instrument on behalf of XTRA On-Line Corporation, and
he acknowledged the same to be his free act and deed.

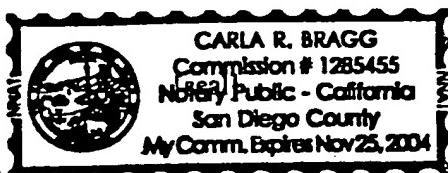
Notary Public

[seal]

State of California)
)
County of SAN DIEGO)

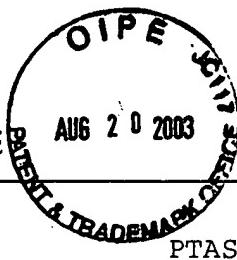
On this 7th day of DECEMBER, 2001, before me appeared
Rick Nelson, to me known and known to me to be the person described in
and who executed the foregoing instrument on behalf of October Acquisition
Corporation, and he acknowledged the same to be his free act and deed.

Carla L. Bragg
Notary Public





UNITED STATES
PATENT AND
TRADEMARK OFFICE



AUGUST 12, 2003

SNELL & WILMER
HOWARD L. SOBELMAN
ONE ARIZONA CENTER
400 E. VAN BUREN
PHOENIX, AZ 85004-2202

50655-2200

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov



102400665A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/24/2003

REEL/FRAME: 013865/0957
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:
OCTOBER ACQUISITION CORPORATION

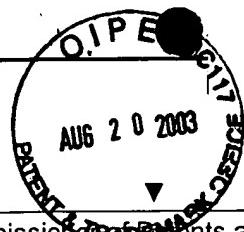
DOC DATE: 12/24/2002

ASSIGNEE:
AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC.
GENERAL COUNSEL'S OFFICE
AMERICAN EXPRESS TOWER/WORLD
FINANCIAL CENTER
NEW YORK, NEW YORK 10285-4900

SERIAL NUMBER: 09550963
PATENT NUMBER:

FILING DATE: 04/17/2000
ISSUE DATE:

SAUNDRA BALLINGER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



03-26-2003



102400665

cket No.: 50655.2200

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ➡ ➡ ➡ ➡ ➡

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
October Acquisition Corporation

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other **ASSIGNMENT OF PATENTS**

Execution Date: **December 24, 2002**

2. Name and address of receiving party(ies):

**AMERICAN EXPRESS TRAVEL RELATED
Name: SERVICES COMPANY, INC.**

Address: **General Counsel's Office**

American Express Tower

World Financial Center

City: New York State/Prov.: NY

Country: USA ZIP: 10285-4900

Additional name(s) & address(es) Yes No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No. **09/550,963**

Filing date **April 17, 2000**

B. Patent No.(s)

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Howard I. Sobelman**

Registration No. **39,038**

Address: **Snell & Wilmer L.L.P.**

One Arizona Center

400 E. Van Buren

City: **Phoenix** State/Prov.: **AZ**

Country: **USA** ZIP: **85004-2202**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

19-2814

(Attach duplicate copy of this page if paying by deposit account)

03/25/2003 DBTRN# **0000049 09550963**

DO NOT USE THIS SPACE

10. Statement and signature. **40.00**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Howard I. Sobelman

Name of Person Signing

Signature

March 19, 2003

Date

Total number of pages including cover sheet, attachments, and

MAR-18-2003 TUE 09:48 AM AMERICAN EXPRESS

FAX NO. 212 640 0361

P. 02/05

Received: 12/19/02 4:42PM; 212 640 0361 -> American Express; Page 5

DEC-19-2002 THU 06:08 PM AMERICAN EXPRESS

FAX NO. 212 640 0361

P. 05

ASSIGNMENT OF PATENTS

ASSIGNMENT OF PATENTS (the "Assignment") made as of the 24th day of December, 2002, by October Acquisition Corporation, a Delaware corporation ("Assignor"), to American Express Travel Related Services Company, Inc., a New York corporation ("Assignee").

WHEREAS, Assignee, Assignor and Peregrine Systems, Inc. ("PSI"), a Delaware corporation ("PSI"), debtor and debtor in possession under Jointly Administered Case No. 02-12740 (JKF), pending in the United States Bankruptcy Court for the District of Delaware ("Bankruptcy Case") are parties to an Asset Purchase Agreement, dated November 15, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Agreement), including without limitation the patent applications set forth below (the "Patent Applications"):

- A. U.S. patent application entitled "Method and Apparatus for Travel Information Collection and Management," which application was filed in the U.S. Patent and Trademark Office on April 17, 2000 and given Serial Number 09/550,963;
- B. International patent application filed on April 12, 2001 and given International Application Number PCT/US01/11973; and
- C. Australian patent application filed on April 12, 2001 and given patent application number AU200165343.

WHEREAS, Assignor represents and warrants that it received all right, title and interest in the Patent Applications from Xtra On-line Corporation by virtue of executed assignments which were inadvertently not recorded in the U.S. Patent and Trademark Office, that Assignor has the right and authority to execute this Assignment and convey the rights set forth herein and that Assignor has not previously assigned the Patent Applications to any third party;

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Patents. Subject to the conditions of Section 6.2 of the Agreement having been met, Assignor does hereby sell, convey, assign, transfer, and deliver to Assignee, its successors and assigns, the full and exclusive right, title and interest to the invention, as described in the Patent Applications, including patent, copyright and any other intellectual property rights (but excluding any trademark or servicemark rights), and any Letters Patent that may be granted for said invention(s) in the United States and throughout the world, including any provisional, non-provisional, continuation, continuation in part, divisional, reissue, reexamination, foreign, PCT or other patent application or like document, or any other application which claims priority to said application, in the United States and all foreign countries, together with the right

MAR-18-2003 TUE 09:49 AM AMERICAN EXPRESS

FAX NO. 212 640 0361

P. 03/05

Received: 12/19/02 4:43PM;

212 640 0361 -> American Express; Page 8

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FAX NO. 212 640 0361

P. 06

of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres, and hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all other foreign countries to issue said Letters Patent to Assignee, for the sole use and benefit of Assignee, its successors, assigns and legal representatives. Assignor also hereby agrees to provide all reasonable assistance and execute any papers, if accurate, desired by Assignee, its successors, assigns and legal representatives, to preserve, acquire and/or perfect Assignee's full protection and title in and to the invention and to file any of the aforementioned applications.

2. No Rights In Third Parties. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3. Successors and Assigns. This Assignment is executed pursuant to the Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. Limitation of Liability. This Assignment is subject to the terms set forth in Section 5.2 of the Agreement. By way of clarification, in no event shall either party's aggregate liability to the other party arising out of or relating to this Assignment and the Agreement exceed \$1 million.

5. This instrument may be executed by the parties hereto in separate counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

6. The parties hereto agree that until the closing of the Bankruptcy Case and absent the Bankruptcy Court (as defined in the Agreement) declining to take jurisdiction over the matter, the Bankruptcy Court shall have exclusive jurisdiction over all disputes and other matters relating to (a) the interpretation and enforcement of this Assignment or any ancillary document executed pursuant hereto; and/or (b) the Patent Applications, and Assignee expressly consents to and agrees not to contest such exclusive jurisdiction.

7. To the extent that the parties hereto may have the right to trial by jury, each of Assignor and Assignee hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Assignment or the actions of any party hereto in negotiation, administration, performance or enforcement hereof.

8. In the event of inconsistencies between the terms of this Assignment and the Agreement, the terms of the Agreement shall be controlling.

MAR-18-2003 TUE 09:49 AM AMERICAN EXPRESS

12/17/2002 11:17 FAX 8584803989

FAX NO. 212 640 0361

PEREGRINE SYSTEMS EXEC.

P. 04/05

005

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment
to be executed on the date first above written.

OCTOBER ACQUISITION CORPORATION

By: John S. Sackton
Name: John Sackton
Title: CFO

AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Assignment of Patents]

MAR-18-2003 TUE 09:49 AM AMERICAN EXPRESS

FAX NO. 212 640 0361

P. 05/05

DEC-19-2002 THU 09:57 PM AMERICAN EXPRESS

FAX NO. 212 640 0361

P. 07



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment
to be executed on the date first above written.

OCTOBER ACQUISITION CORPORATION

By: _____

Name: _____

Title: _____

AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC.

By: Larry Dardzinski

Name: LARRY DARDZINSKI
DIRECTOR, OPERATIONS
GLOBAL PROCUREMENT

Title: _____

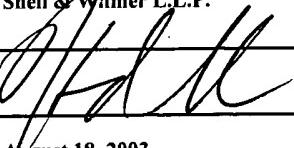
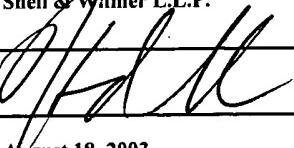


Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

	Application Number 09/550,963
	Filing Date April 17, 2000
	First Named Inventor Mark McCulloch
	Art Unit 3629
	Examiner Name Thomas A. Dixon
Total Number of Pages in This Submission	Attorney Docket Number 50655.2200

ENCLOSURES <i>(check all that apply)</i>		
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment / Response <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Response to Missing Parts/ Incomplete Application <input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation Change of Correspondence <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____ <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Remarks</div>	<input type="checkbox"/> After Allowance communication to Group <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input type="checkbox"/> Other Enclosure(s) (please identify below):
RECEIVED AUG 21 2003 GROUP 3629		
SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT		
Firm or Individual name	Howard L. Sobelman, Reg. No. 39,038 Snell & Wilmer L.L.P. 	
Signature		
Date	August 18, 2003	

CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the

Typed or printed name	Deborah A. Mier		
Signature			
	Date	August 18, 2003	

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.